

Draft Contract (Number TBD)

**Clauses Incorporated by Reference (FAR 52.252-2) (FEB 1998).** This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://FARSITE.HILL.AF.MIL/>.

**a. Addendum for Continuation of Block 18b from SF 1449, Invoices, FAR 52.212-4, Item (g):**

Invoices must be submitted to the Contracting Officer's Technical Representative (COTR) at the address set forth below. The following additional instructions are in effect as addenda to FAR 52.212-4 (g)(1-8):

(9) Invoices must state the description of the unit, quantity, and delivery date of the item being billed.

(10) The invoice must include the billing and payment charge codes shown in (b)(1), under Columns B and C, along with the unit price billed.

(11) In order to constitute a proper invoice for payment purposes, it shall be attended by a Form DD-250, which shall be the acceptance form for the item(s) being billed.

(12) Two signature lines must be included, one for the Contracting Officer's authorization for payment, and one for the Contracting Officer's Technical Representative's (COTR) certification of acceptance.

(13) The invoice must contain the following text above the COTR certification line:

*COTR's Certification: I certify to the best of my knowledge and belief that the services/supplies shown on this invoice have been performed/furnished and are accepted.*

(14) Additional information may be required at the discretion of the Contracting Officer to facilitate prompt payment of the invoice.

**b. Addendum for Continuation of Blocks 19-24 from SF 1449, "Schedule of Supplies/Services"**

**Summary of Obligated Costs by Accounting Classification and Contract Line Item Number (CLIN)**

1. The requisition data for accounting purposes for all obligations under this contract follows:

| A.   | B.                | C.                                | D.            | E.            |
|------|-------------------|-----------------------------------|---------------|---------------|
| ITEM | REQUIS. NUMBER    | TASK/ORGANIZ./OBJ CLS CODES       | AMOUNT/OBLIG. | CLIN #'s REF. |
| 03-1 | NE-EK0000-3-00207 | 40-09-0000-00-00-00-00-52NS19GP62 | TBD           | TBD           |

2. (See Next Page for the Summary of CLIN Funding).

| 1001  |                         | 1005   |                         |
|---|-------------------------|--|-------------------------|
| <b>FIRM-FIXED *</b>                           |                         | <b>FIRM-FIXED *</b>                            |                         |
| <b><u>Tunable Demodulator</u></b>             | <b><u>PRICE EA.</u></b> | <b><u>Tunable Demodulator</u></b>              | <b><u>PRICE EA.</u></b> |
| Demodulator Chassis, Fully Tunable \$         |                         | Demodulator Chassis, Fully Tunable \$          |                         |
| 1 – 400 Mbps, Including Modulations           |                         | 1 – 400 Mbps, Including Modulations            |                         |
| Test Modulator, if Separate, <b>1001a:</b> \$ |                         | Test Modulator, if Separate, <b>1005a:</b> \$  |                         |
| <b>TOTAL:</b>                                 | \$                      | <b>TOTAL:</b>                                  | \$                      |
| 1002  |                         | 1006   |                         |
| <b>FIRM-FIXED *</b>                           |                         | <b>FIRM-FIXED *</b>                            |                         |
| <b><u>Tunable Demodulator</u></b>             | <b><u>PRICE EA.</u></b> | <b><u>Tunable Demodulator</u></b>              | <b><u>PRICE EA.</u></b> |
| Demodulator Chassis, Fully Tunable \$         |                         | Demodulator Chassis, Fully Tunable \$          |                         |
| 1 – 400 Mbps, Including Modulations           |                         | 1 – 400 Mbps, Including Modulations            |                         |
| <b>TOTAL:</b>                                 | \$                      | <b>TOTAL:</b>                                  | \$                      |
| 1003  |                         | 1007   |                         |
| <b>FIRM-FIXED *</b>                           |                         | <b>FIRM-FIXED *</b>                            |                         |
| <b><u>Tunable Demodulator</u></b>             | <b><u>PRICE EA.</u></b> | <b><u>Tunable Demodulator</u></b>              | <b><u>PRICE EA.</u></b> |
| Demodulator Chassis, Fully Tunable \$         |                         | Demodulator Chassis, Fully Tunable \$          |                         |
| 1 – 400 Mbps, Including Modulations           |                         | 1 – 400 Mbps, Including Modulations            |                         |
| <b>TOTAL:</b>                                 | \$                      | <b>TOTAL:</b>                                  | \$                      |
| 1004  |                         | 1008-1011                                      |                         |
| <b>FIRM-FIXED *</b>                           |                         | <b>FIRM-FIXED *</b>                            |                         |
| <b><u>Tunable Demodulator</u></b>             | <b><u>PRICE EA.</u></b> | <b><u>Sustaining CLINs &amp; Options:</u></b>  | <b><u>PRICE EA.</u></b> |
| Demodulator Chassis, Fully Tunable \$         |                         | <b>CLIN 1008:</b> Optional Demods. 1 Ea. \$    |                         |
| 1 – 400 Mbps, Including Modulations           |                         | <b>CLIN 1009:</b> Optional Demods. 2 Ea. \$    |                         |
|   |                         | <b>CLIN 1010:</b> Optional Demods. 3 Ea. \$    |                         |
|   |                         | <b>CLIN 1011:</b> Extended Warranty/Yr. \$     |                         |
|   |                         | <b>CLIN 1012:</b> Onsite Test/Training (10) \$ |                         |
|   |                         | <b>CLIN 1013:</b> Technical Support (hours) \$ |                         |
| <b>TOTAL:</b>                                 | \$                      | <b>TOTAL:</b>                                  | \$                      |
| <b><u>GRAND TOTAL: (SUM-ALL)</u></b>          |                         |  |                         |
| \$  |                         |  |                         |

\* Note: These Contract Line Item Numbers (CLIN) prices are firm-fixed price unit prices. These prices must contain all fully-burdened costs of direct and indirect labor, hardware, software and materials costs, license fees, plant NRE equipment costs attributed to system design, developmental costs if any, fabrication, integration and costs of attendance during the tests, as well as any applicable facilities costs, and management oversight and quality assurance, not elsewhere specified. The applicable CLIN prices shall also include all reasonable, allowable and allocable indirect costs, other direct costs, CAS-414 Facilities Capital Cost of Money, if applicable, and Profit or Fee. Costs also include, but are not necessarily limited to: status reporting, program management/supervisory, administrative and quality assurance costs, shipping and handling costs for shipping the systems F.O.B. Destination—Harris (Omaha), insurance costs, all taxes and statutory costs, and proposal preparation charges. In summary, the prices must contain all reasonable costs necessary to deliver

seven (7) operational demodulators and test modulators (two, if separate chassis), in compliance with the specifications as set forth herein and proposed by the Contractor in its successful proposal.

**c. Addendum to FAR Clause 52.212-4**

Federal Acquisition Regulation (FAR) Clause 52.212-4 is incorporated by reference in this solicitation and resultant contract. As provided for by FAR 12.302, this clause is tailored as set forth in this addendum.

The following specific changes to FAR Clause 52.212-4 are made:

Paragraphs (t), (u), (v), (w), and (x) are added to the clause as follows:

(t) Performance Requirements: The Specifications contained herein are set forth in the combined synopsis/RFQ, and included herein as Attachment A.

The Contractor must perform all requirements specified in the Combines Synopsis/Commercial RFQ, its specifications, and supplements referenced herein.

(u) Delivery Items and Corresponding Schedules:

- (i) The Contractor shall deliver the CLIN Items in the chart in Clause (b)(2), "Addendum to SF-1449", in accordance with a delivery schedule set forth in the Offeror's proposal.
- (ii) The Government's earliest projected delivery date for installing the demodulators will be on or about October 1, 2003; its late delivery is December 31, 2003. The Contractor's project schedule shall be developed with this schedule objective as the basis of its assumptions.
- (iii) The Contractor shall provide continuous project management, designating a key point of contact(s) with whom the Government Project Lead (COTR) and Contracting Officer will interact to learn the ongoing status of the project and arrange technical interchanges, etc.
- (iv) Monthly status reports must be delivered on consecutive months, if deliveries are staggered or in separate lots, or if software or hardware upgrades are planned to be added as part of the price hereunder. Reports must: (1) list the accomplishments, problems, and progress, noting all open and closed actions; (2) update the project schedule, if required, due to changes to the planned delivery dates (this may effect a request from the Government for adverse consideration to the Supplier); (3) provide any updates in regard to the project's delivery, or test of components; (4) discuss any major issues and concerns that could delay compliance with the schedule or the quality of the systems' performance, including subcontracted component delays/issues; (5) and report coordination with the Government.
- (v) At the Post-Award Meeting, if held the Contractor must deliver a baseline Schedule of development leading to delivery.

(v) Changes—Fixed Price—ALT I. Clause 52.212-4 (c), entitled "Changes" is hereby tailored by being supplemented by the following FAR clause:

52.243-1—Changes—Fixed Price (AUG 1987), Alternate I (APR 1984).

(w) Clauses Incorporated by Reference. The following FAR clauses are incorporated by reference:

| Clause No. | Date     | Title                                       |
|------------|----------|---|
| 52.227-14  | JUN 1987 | RIGHTS IN DATA—GENERAL (ALT III—JUN 1987)   |
| 52.232-17  | JUN 1996 | INTEREST                                    |
| 52.245-2   | DEC 1989 | GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) |
| 52.247-34  | NOV 1991 | F.O.B. DESTINATION                          |
| 52.242-15  | AUG 1989 | STOP-WORK ORDER                             |

52.248-1      FEB 2000      VALUE ENGINEERING

(x) *Clauses Incorporated in Full Text.* The following clauses apply:

- (i) Initiation of Work: Work is authorized to begin with the effective date of the contract. The contract must have first specified the CLINs being ordered on Form SF-1449, included a funding citation, and referenced the period of performance.
- (ii) Training Requirements: The Contractor shall submit a training plan(s) to the Government at least 30 days in advance of the planned date for its conduct, in accordance with the specifications, and if ordered by the Government from the priced CLIN chart in Section (b)(2). After the Government approves the Training Plan this Plan must be used by the Contractor for the corresponding event.
- (iii) Test and Acceptance: Prior to acceptance of any item delivered hereunder the Contractor shall have submitted a Form DD-250 to the COTR for his approval. The Form shall reference the completed and delivered CLIN Item, and date of the acceptance. The Government has 30 days to accept the product, unless different than the commercial terms of the Contractor's proposal. This DD-250 form can be found at the following site:  
<http://www.usamraa.army.mil/pages/pdf/DD0250.pdf>.
- (iv) FAR 52.215-21 -- Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (Oct 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable --

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If --

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) **For a commercial item exception**, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been

sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include --

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price.

For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Clause)

(v) Contracting Officer's Authority (CAR 1352.201-70) (March 2000)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

(vi) Contracting Officer's Technical Representative (COTR) (CAR 1352.201-71) (March 2000)

- a. TBD is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Contract. The COTR is located at:

NOAA/NESDIS, Office of Systems Development (E/OSD-3), 4401 Silver Hill Road, Suitland, MD 20746-4304; Tel. 301-457-5158, ext. 123.

b. The responsibilities and limitations of the COTR are as follows:

- (1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor.
- (2) The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- (3) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the Contract price, terms or conditions. Any Contractor request for changes must be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may be assisted by assistant COTR(s) and Technical Monitors to act for the COTR. These individuals will be named in writing by a delegation from the Contracting Officer.

(vii) Organizational Conflict of Interest (CAR 1352.209-71) (March 2000)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure must include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor for Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions that shall conform substantially to the language of this clause, including the paragraph (d), in any subcontract of consultant agreement hereunder.

(viii) Harmless from Liability (CAR 1352.33-70) (March 2000)

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the contractor, or any subcontractor, their employees, and agents.

(ix) Compliance with the Laws (CAR 1352.209-73) (March 2000)

The Contractor shall comply with all applicable laws, rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees necessary for such performance, and shall procure such permits, licenses and other required authorizations from the United States and from state and local authorities as may be necessary in connection with beginning or carrying on to completion of the contract work, and shall at all times comply with all

United States, state and local laws in any way affecting the contract work. The Contractor shall comply with all applicable laws and rules and regulations having the force of law that deal with or relate to performance hereunder or the employment by the Contractor of the employees.

(x) Printing (CAR 1352.208-70) (March 2000)

Unless otherwise specified in this contract, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with performing under this contract. Provided, however, that performing a requirement under this contract involving the duplicating of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages not exceeding a maximum image size of 10 and 3/4 inches by 14 and 1/4 inches, will not be deemed printing.

(xi) Regulatory Notice (CAR 1352.252-70) (March 2000)

Contractors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation, for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

**d. Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (FAR 52.212-5) (Dec 2001)**

- (a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).  
 (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer must check as appropriate.]

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).  
 — (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).  
 X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).  
 — (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).  
 — (ii) Alternate I to 52.219-5.  
 — (iii) Alternate II to 52.219-5.  
 X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).  
 X (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).  
 — (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).  
 — (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).  
 — (ii) Alternate I of 52.219-23.  
 — (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).  
 — (10) 52.219-26, Small Disadvantaged Business Participation Program – Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
  - X (12) 52.222-26, Equal Opportunity (E.O. 11246).
  - X (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
  - X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
  - X (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
  - (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).
  - (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
  - (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
  - (18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a - 10d).
  - (19)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
  - (ii) Alternate I of 52.225-3.
  - (iii) Alternate II of 52.225-3.
  - X (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
  - X (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
  - (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
  - (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
  - (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
  - X (25) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (31 U.S.C. 3332).
- Note: The following is inserted in the blank in Paragraph (b)(1):  
 “no later than 15 days prior to submission of the first request for payment”.
- (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
  - (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
  - (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
  - (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components: [Contracting Officer check as appropriate.]

- (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components.
  - (1) 52.222-26, Equal Opportunity (E.O. 11246);
  - (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
  - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
  - (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
  - (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- (f) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
  - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
  - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
  - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (g) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components.
  - (1) 52.222-26, Equal Opportunity (E.O. 11246);

- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

**(e) Addendum to FAR Provision 52.212-1**

Federal Acquisition Regulation (FAR) Provision 52.212-1 is incorporated by reference in this solicitation. This clause provides specific instructions for responding to this RFQ. In addition, as provided for by FAR 12.302, this provision is tailored as set forth in this addendum.

The following specific changes to FAR Provision 52.212-1 are made. The Offerors shall include their price proposal in the same volume with the technical proposal stating its compliance or non-compliance with the requirements of the specification.

(i) Paragraphs (k), (l), (m) and (n) of the provision are added as follows:

(k) Provisions Incorporated by Reference. The following FAR provisions are incorporated by reference:

| Provision Number | Date     | Title  |
|------------------|----------|--|
| 52.214-34        | APR 1991 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE.                  |
| 52.214-35        | APR 1991 | SUBMISSION OF OFFERS IN U.S. CURRENCY.                         |
| 52.222.24        | FEB 1999 | PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION      |
| 52.232-38        | MAY 1999 | SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER |
| 52.237-1         | APR 1984 | SITE VISIT   |

(l) Provision Incorporated in Full Text. FAR 52.215-20 -- Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (Oct 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) **Commercial item exception.** For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of

each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

(m) Detailed Technical Proposal Preparation Instructions (Volume 1). With respect to the information called for by Paragraphs (b)(4) and (b)(10) of this provision, proposals must include the following:

As part of the technical description called for by Paragraph (b)(4) of 52.212-1, and in the "Addendum for Continuation of Blocks 19 - 24 from SF 1449" contained as part of this solicitation, the offeror shall include corporate literature and other documents, as required, which demonstrate the capability to comply with the performance requirements set forth in the Specifications in Attachment A, including the following.

1. **Technical Suitability:**

- a. General Instructions: Specification Compliance Matrix: The Offeror shall prepare a compliance matrix that addresses its capability to supply all specification requirements for the systems set forth in Attachment A, in the Supplemental Literature, and in this RFQ with regard to the delivery of the specified products. The matrix shall conform to: (1) specification requirement CLIN numbers, (2) specification item descriptions, (3) and include a comment as to whether the Offer fully complies or partially complies, or deviates from the specification.

Failure to submit a fully compliant proposal may be sufficient cause for the Government to reject the proposal either in part or in its entirety. Supporting narrative must be furnished with any non-fully-compliant offer showing how the Offeror compensated for, or traded, the mandatory specifications for another capability, and how this may affect the Government in its accomplishment of its required or anticipated mission performance.

- b) Technical Capability:

Factor A. System-Level Compliance: The Offeror demonstrates on paper, and by direct test on the bench and in the operational environment in the delivery location(s) in the field, that the proposed commercial item conforms in all respects to the mandatory system specifications set forth in the requirement: Maximum Points, 50; if non-conformance to some specified requirements exists, but system trade space exists and excess compliance in one or more other requirements offsets the first non-complying requirement, the maximum points that can be earned are 30.

Factor B. Past Performance: It can be shown that the commercial item or its closest architectural counterpart has performed reliably in an operational setting, supporting similar spacecraft missions with high quality products, without experiencing long periods of outage due to component or operational failures. Reliability will be based on MTBF hours approaching 20,000 hrs.; ease of operational usage by trained personnel; level of dependence on LRU spares, or a complete, spare chassis; MTTR in hours; and the quality of the training package available for O&M support personnel. The maximum points that can be earned in this Factor are 20.

Factor C. System Set-up: The Offeror must demonstrate to the Government the ease and flexibility of the demodulator's embedded configuration menus and options to accommodate new satellite missions. The first unit that will be provided for demonstration and test must include an operations manual that will direct a first-time user through a set-up routine designed to add one or more satellite missions. The maximum points that can be earned in this Factor are 20.

Factor D. Sustainability: The offer will be evaluated for its proposal content for value-added training, remote technical support, quick response time on repairs, and the extent of the warranty protection. The maximum points that can be earned are 10. The preceding four Factors are termed Mission Suitability. Mission Suitability is substantially more important in computing the final integrated score than price.

(n) Price Proposal Preparation Instructions (Volume 2). The price proposal instructions are as follows:

- (1) Each offeror shall complete the certifications called for by FAR Provision 52.212-3 Alternate III, attached to this solicitation.
- (2) If the offeror is using the Standard Form 1449 to submit its offer, it shall complete Blocks 12, 17, and 30 of the Standard Form 1449. When completing Block 17, the offeror shall include its DUNS number in addition to its name, address, and telephone number.
- (3) Each offeror shall complete the "Addendum for Continuation of Blocks 19 - 24 from SF 1449" by completing in full the price charts in Section (b)(2) of this RFQ. The offeror must propose on all Items on the enclosed Price Chart.
- (4) If the offeror is a HUBZone Small Business Concern and elects to waive the Price Evaluation Preference provided for by FAR Clause 52.219-4, the offeror must indicate it.
- (5) Prices will be used with the Factors A through D above as a basis to award a contract. Prices will be reviewed for price reasonableness and price realism.
- (7) Prices received are subject to protection as Business Proprietary Data, and shall be exempted from release under the Freedom of Information Act. Access to your response shall be handled under the FAR, Part 3.104, and 5 U.S.C. 552(b)(4), to protect the owner's confidential business proprietary data from any release to competing offerors.
- (8) Ten (10) copies of the Technical/Price Proposal are required. The Offeror must provide three original signatures on the Form SF-1449.

(9) You are requested to submit any questions you may have, sufficiently in advance of the proposal due date to permit a reply, to [jay.moore@noaa.gov](mailto:jay.moore@noaa.gov).

**(f) FAR 52.212-2 Evaluation – Commercial Items (JAN 1999)** is incorporated in full text below.

FAR 52.212-2 -- Evaluation -- Commercial Items. (Jan 1999).

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Factors A through D, and Price

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[The specific evaluation criteria are shown above].

(b) The Government will evaluate the Firm Fixed Price offers for award purposes by adding the total price for CLIN items 1000 through 1013. Other prices will be evaluated for realism and reasonableness. Evaluation of any options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

**(g) Addendum to FAR 52.212-2, Setting Forth Evaluation Factors for Award:**

(i) Only offers (a) which are technically acceptable and (b) which are from offerors determined to be responsible within the meaning of FAR 9.104-1 will be eligible for contract award.

(ii) Technical acceptability of an offer will be determined by the Government based on the information contained in the Offeror's proposal including any past performance information available to the Government.

(iii) From those offers which are technically acceptable and are from responsible offerors, award will be made to the offeror submitting a best value priced offer, calculated as follows:

1. The Government will integrate its technical assessment of the best value by weighing the relative technical merit against the total price of CLINs 1000 through 1013. The technical scores will be assessed as shown for Factors A, B, C, and D, above.
2. The technical score will be weighed against the Grand Total price of CLINs 1000 through 1013.
3. The Offeror is cautioned against materially unbalanced pricing, which might be evidenced by prices for the same units that vary from one another, or significantly different option prices.
4. The technical score is significantly more important in its weight than the price; however, as technical scores become more equal, price will become more important in the overall assessment. The Government will employ an integrated assessment of weighted price/technical criteria as a trade-off tool for this Best Value selection. This integrated

assessment will assign a rating, not as a final scoring mechanism, but as a gauge to help validate the Government's analyses of its technical score. Although is not scored, its importance must be weighed against technical superiority or technical non-compliance.

5. A team of evaluators, along with advisors from the Aerospace Corporation and Harris Technical Services Corp. will be employed to assess your responses. They will be required to sign/certify non-disclosure and Organizational Conflict of Interest statements. "SETA" Contractors at the NESDIS/OSD are prohibited from engaging in any manufacture or production of commercial hardware or software connected with this requirement; shall not disclose proprietary data obtained from this; and shall not use any such knowledge or information obtained in the assessment to compete with or affect the competitive business posture of for-profit business concerns.

(iv) Type of Contract (FAR 52.216-1) (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(v) Service of Protests (FAR 52.233-2) (AUG 1996)

Protests, as defined in 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer located at:

U.S. Department of Commerce, NOAA  
NWS Acquisition Management Division (OFA61)  
1305 East-West Highway, Station #7623  
Silver Spring, MD 20910-3281  
Attn: Jay W. Moore

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

Regulatory Notice (CAR 1352.252-71) (March 2000)

Offerors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

(vi) Service of Protests (CAR 1352.233-71) (March 2000)

An agency protest may be filed with either (1) the Contracting Officer, or (2) at a level above the Contracting Officer, with the agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999) (Internet site: <http://www.rdc.noaa.gov/~amd/index.html>. ) for the procedures for filing agency protests at the level above the Contracting Officer (with the Protest Decision Authority).

Agency protests filed with the Contracting Officer shall be sent to the following address:

U.S. Department of Commerce, NOAA  
NESDIS Business Management Office (Code OFA9x2, Jay W. Moore)  
8455 Colesville Road, Suite 1450  
Silver Spring, MD 20910

If a protest is filed with either the Protest Decision Authority, or with the General Accounting Office (GAO), a complete copy of the protest (including all attachments) shall be provide to both the Contracting

Officer and Contract Law Division of the Office of the General Counsel within one day of filing with the Protest Decision Authority or with GAO.

The Contract Law Division's address is:

U.S. Department of Commerce  
Office of the General Counsel  
Contract Law Division--Room 5893  
Herbert C. Hoover Building  
14th Street and Constitution Avenue, N.W.  
Washington, D.C. 20230.  
Attn: Jerry Walz, Esquire  
FAX: (202) 482-5858

(vii) Department of Commerce Agency-Level Protest Procedures – Level Above the Contracting Officer

On October 25, 1995, Executive Order No. 12979 directed heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the contracting officer.

The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce the number of protests filed with the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the contracting officer. Vendors may obtain a copy of these procedures through the Internet by accessing:

<http://www.rdc.noaa.gov/~amd/index.html>.

In the event a vendor does not have access to the Internet, please contact the applicable procurement office for a hard copy of the agency level protest procedures.

Protests must be marked "Agency Level Protest" and addressed to the "Protest Decision Authority" indicated below:

Name, title of the person, address and fax number of the operating unit's Protest Decision Authority.

Mr. Richard N. Bennett  
U.S. Department of Commerce, NOAA  
Acting Director, Acquisition and Grants Office  
1335 East-West Hwy., Station #7618  
Silver Spring, MD 20910-3281  
FAX Number 301/713-0219

The protester shall also provide a copy of the protest within 1 day to the responsible Contracting Officer.

(viii) Inquiries (CAR 1352.215-73) (March 2000)

Offerors must submit all questions concerning this solicitation in writing to the Contracting Officer. They must be received no later than fourteen (14) calendar days after the date of this solicitation. All responses to the questions will be made in writing and included in an amendment to the solicitation.

(h) Offeror Representations and Certifications-Commercial Items (FAR 52.212-3) (Feb 2002) Alternate III (Oct 2000)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service:

Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties. "Service-disabled veteran-owned small business concern"-

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and,

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16). "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation. "Veteran-owned small business concern" means a small business concern:

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and,

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern:

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a

women-owned small business concern. Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it [ ] is, [ ] is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).]

Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or,

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

- ☐ 50 or fewer
- ☐ 51-100
- ☐ 101-250
- ☐ 251-500
- ☐ 501-750
- ☐ 751-1,000
- ☐ Over 1,000
- ☐ \$1 million or less
- ☐ \$1,000,001-\$2 million
- ☐ \$2,000,001-\$3.5 million
- ☐ \$3,500,001-\$5 million
- ☐ \$5,000,001-\$10 million
- ☐ \$10,000,001-\$17 million
- ☐ Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(10) General. The offeror represents that either:

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or (B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and,

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.

[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]

Each HUB Zone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that:

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and (ii) It ☐ has, ☐ has not filed all required compliance reports.

(e) Affirmative Action Compliance. The offeror represents that:

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or,

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(f) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(g) Buy American Act-Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Balance of Payments Program-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act-Balance of Payments Program-Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:  
Line Item No. Country of Origin

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

NAFTA Country or Israeli End Products:  
Line Item No. Country of Origin

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No. Country of Origin

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 [List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:  
 (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

Canadian End Products:  
 Line Item No.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 [List as necessary]

(3) Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

Canadian or Israeli End Products:  
 Line Item No. Country of Origin

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 [List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:  
 Line Item No. Country of Origin

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 [List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the

restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals:

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product Listed Countries of Origin

\_\_\_\_\_  
\_\_\_\_\_

Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

**Attachment:**

**A. Specifications: Tunable Demodulator and Test Modulators**

This combined synopsis and RFQ advertises the Government's bona fide need for SEVEN (7) high data rate, fully programmable space data demodulators and test modulators for its command and data acquisition (CDA) stations in Fairbanks, AK and Wallops, VA. In subsequent text reference is made to "seven demodulators". Priced options are also requested for up to three (3) additional units, although the Government's minimum requirement is for 7 demodulators and two (2) test modulators. Offerors are instructed that if the test modulator is integrated in the demodulator chassis, each item may contain a test modulator; however, if a separate chassis is proposed for the test modulator, only 2 deliverable test modulator units, in addition to the seven demodulators, are required. FOR REFERENCE PURPOSES THE OFFERORS' ATTENTION IS DIRECTED TO THE RFI DATED March 21, 2003, AND ENTITLED: "59--Market Survey-High Data Rate-Fully Programmable Receiver/ Demodulator w/ Selectable Modulation". However, this RFQ shall represent the final specification in all instances wherein a conflict appears. All 7 demodulators and 2 test modulators must be delivered F.O.B. Destination to Harris Technical Services Corp. (Harris), Attn: Mr. Frank Bramhall, 301 N. Washington St., Bellevue, NE 68005-2599. Four (4) units will ultimately be located at the NOAA/Fairbanks Command and Data Acquisition Station (FCDAS) 1300 Eisele Road, Fairbanks, AK 99712-1725; and three (3) at the Wallops Command and Data Acquisition Station (WCDAS) 35663 Chincoteague Rd Wallops, VA 23337-0039. As part of the selection process defined by this RFQ, a test and evaluation "qualification unit(s)" (consisting of 1 demodulator and 1 test modulator) is required to be furnished to the Harris location for its evaluation by the Government by July 7, 2003, at the Offeror's own expense and at no risk to the Government; this unit will subsequently be sent to Fairbanks for testing and evaluation in the operational environment. The Government will be responsible for delivering these items to FCDAS and returning them in the same condition to each respective vendor following a 30-45 day test and evaluation period. The Offerors may attend either or both of these tests on a non-interference basis, if they desire, and at their own expense, by furnishing the name(s) of the attendees. The rules of engagement in the test plan shall govern interactions with the offerors during the testing sequence. Following the Government's selection of the winning offeror, all seven units from the selected contractor must be delivered by the following time period: from September 30, 2003 (early delivery) to December 31, 2003 (late delivery). This advertisement is a Request for Quote, under RFQ Number IPO-RFQ-3-HDR-0001 to acquire high data rate, fully programmable space data demodulators and test modulators, which are commercial items as defined in FAR 2.101. This Request for Quote (RFQ) combines the synopsis and specification, and requests a firm fixed price proposal by May 30, 2003. The required system specifications set forth below correspond to the Government's need to accommodate multiple missions without the need for equipment customization, delays due to equipment integration, preliminary in-plant programming, or other modifications. Therefore, this commercial item specification must be for the acquisition of a fully programmable demodulator and test modulator that covers multiple data rates including rates from 1 Mbps to 400 Mbps for QPSK and from 1 Mbps to 200 Mbps for BPSK, as well as multiple modulation types. We immediately foresee supporting the list of missions below, but the multi-mission receiver shall not necessarily be limited to this list of selected missions: WindSat Coriolis, METOP, AQUA, TERRA, AURA (Jan. 2004), , NPOESS Preparatory Project (NPP), EO-1,

ICESat, Radarsat, Landsat-7, ALOS, GIFTS, and JERS-1. The National Oceanic and Atmospheric Administration (NOAA), an agency of the U. S. Department of Commerce (DOC), is conducting a commercial item acquisition to procure a high data rate, fully programmable (also referred to as “selectable”), space data ground terminal application. The items being procured are a demodulator and a test modulator. Other requirements include a training option, licensing, warranty, and an extended warranty option. The specific characteristics follow. All specifications are mandatory unless otherwise noted. The demodulator must be capable of accepting and processing data rates from 1 Mbps to 400Mbps for QPSK and from 1 Mbps to 200 Mbps for BPSK. The desired input rate must be software selectable. The input frequency must be 720 MHz  $\pm$  400 kHz. The input impedance must be 50 ohms with a VSWR of 2:1 maximum. The phase noise must equal or be less than: 70 dBc @ 10 kHz, -100 dBc @ 100 kHz, and -120 dBc @ 1 MHz. The selectable modulation types must be: BPSK, QPSK, SQPSK (OQPSK), and UQPSK; the following modulation types are desirable: AQPSK and 8PSK. The UQPSK demodulator (used for direct broadcast for TERRA) must accept and process a differential data rate on I and Q of up to 4:1 minimum in either order. All digital outputs must be differential Emitter Coupled Logic (ECL). The demodulator must output NRZ-L data and clock for the I and Q channels and a merged I and Q. The demodulator must demodulate and bit-synchronize NRZ-L/S/M and SP-L (Bi-phase) PCM, and convert the differential decoding of NRZ-S/M to NRZ-L for output. The demodulator must also perform CCSDS compatible down-link derandomization using the following Polynomial:  $h(x) = x^8 + x^7 + x^5 + x^3 + 1$ . The BER must not be worse than the theoretical probability of error more than the following: <150 Mbps:  $\leq$  1 dB, 150 Mbps to 400 Mbps:  $\leq$  2 dB for an  $E_b/N_0$  of 2.0 to 12.5 dB. The bit synchronizer data rate variation must be: within 0.1% for data rates up to 150 Mbps and within 0.01% for data rates above 150 Mbps. The demodulator must provide quality of service statistics (packets delivered, BER, etc.) on the output data to the control PC workstation upon request.  $E_b/N_0$  should be shown to within 0.1 dB in 0.1 dB steps. Input signal strength should be shown to within 2 dBm in steps of 1 dB. The demodulator must provide software selectable CCSDS compatible Viterbi decoding for forward error correction with a constraint length of  $K=7$ , rate = 1/3, 1/2, 3/4. The Viterbi decoder must be capable of being bypassed when receiving non-Viterbi encoded data. The Viterbi decoding must be 3-bit soft-decision and must provide 5.2 dB of gain with an input  $E_b/N_0$  of 6.4 dB or greater. The demodulator must provide I.F. band-limiting filters that are applicable to the data rate being received, including root-raised cosine and  $\text{Sin}(x)/X$  compensation. The root-raised cosine filter must have a selectable alpha of 0.3 to 0.8 in steps of 0.05. The filter types and combinations must be software selectable. It is desired that the demodulator and test modulator have an MTBF of 20,000 hours or greater. The unit must support remote command, control, and status via a TCP/IP interface, and an API must be provided. Warranty of one-year parts and labor is strongly DESIRED. The Government requests separately priced extended warranty periods covering software and hardware (priced in annual increments (1 or more years, up to 5 years), with pre-priced remote technical support. The test modulator must be compatible with the demodulator specified above. It must support end-to-end testing with a modulated RF signal at 720 MHz  $\pm$  3 ppm that can be injected into the demodulator and other devices as desired. The modulation types, encoding, and data rates must be the same as those specified for the demodulator above. The modulation

type, encoding, and data rates must be software selectable. The data set used for the modulation must be a known data set that can be used to determine the performance of the demodulator and other data processing devices. The modulation must be capable of being turned off through software control so that the test modulator will output a continuous wave (CW). The RF output of the test modulator must be capable of being switched off through software control. The test modulator must provide software controlled simulated Doppler shift identical to that of a low earth orbiting satellite. The Government intends to use its Contractor, Harris Technical Services Corp., Bellevue, NE, The Raytheon Corp., User Technology Associates, and The Aerospace Corporation, El Segundo, CA, as its support contractors to assist it in evaluating the merits of each system level feature. We anticipate setting up a test and demonstration period lasting approximately 30 days to first bench test all compliant units at Harris, Bellevue, NE, and then field test the units at NOAA's satellite command and data acquisition station in Fairbanks, AK. The tests will be rigorously and uniformly applied to each capable unit, and the results will be used as the primary weight of determination of mission technical suitability. The evaluation determination will rely on the written material in your response to this RFQ, and the performance of your unit(s) in the tests. Government personnel will exclusively make the determination of selection for award, based on the written material and test results, and the unit prices and sustainability of the systems. Technical suitability will be integrated with the offered price of all units and options to determine the BEST VALUE source selection. The following weights will apply to the evaluation: Factor A. System-Level Compliance: The Offeror demonstrates on paper, and by direct test on the bench and in the operational environment in the delivery location(s) in the field, that the proposed commercial item conforms in all respects to the mandatory system specifications set forth in the requirement: Maximum Points, 50; if non-conformance to some specified requirements exists, but system trade space exists and excess compliance in one or more other requirements offsets the first non-complying requirement, the maximum points that can be earned are 30. Factor B. Past Performance: It can be shown that the commercial item or its closest architectural counterpart has performed reliably in an operational setting, supporting similar spacecraft missions with high quality products, without experiencing long periods of outage due to component or operational failures. Reliability will be based on MTBF hours approaching 20,000 hrs.; ease of operational usage by trained personnel; level of dependence on LRU spares, or a complete, spare chassis; MTTR in hours; and the quality of the training package available for O&M support personnel. The maximum points that can be earned in this Factor are 20. Factor C. System Set-up: The Offeror must demonstrate to the Government the ease and flexibility of the demodulator's embedded configuration menus and options to accommodate new satellite missions. The first unit that will be provided for demonstration and test must include an operations manual that will direct a first-time user through a set-up routine designed to add one or more satellite missions. The maximum points that can be earned in this Factor are 20. Factor D. Sustainability: The offer will be evaluated for its proposal content for value-added training, remote technical support, quick response time on repairs, and the extent of the warranty protection. The maximum points that can be earned are 10. The preceding four Factors are termed Mission Suitability. Mission Suitability is substantially more important in computing the final integrated score than price. If technical scores are rated in close proximity, the

Government will rely to a greater extent on price to make its source selection decision. All deliverable items must be delivered by no later than December 31, 2003. A standard commercial warranty is requested as part of the price, and must be incorporated in the contract terms, if the offer is selected. An optional priced, extended warranty term is highly desirable. The Offeror must price each UNIT PRICE as a firm-fixed-price (FFP), to include all direct and indirect costs, administrative costs and profit or fee, including but not necessarily limited to, all direct labor, manufacturing costs, materials, quality assurance and packaging, licensing, on-site testing support if elected by the Offeror, and other direct costs such as shipping, postage and handling costs for delivery of the units to the Harris Corp., Bellevue, NE, F.O.B. destination, training costs, the cost of performing any modifications to comply with the specifications, if applicable, and technical support costs, whether remote or on-site, as required. Offers must quote prices as follows: CLIN 1001 through 1007, seven (7) each Selectable High Data Rate Demodulator, Unit Priced in U.S. Dollars (if Test Modulators are proposed as separate chassis, add CLINS 1001a and 1005a); CLIN 1008, Option 1 Demodulator; CLIN 1009, Option 2 Demodulators; CLIN 1010, Option 3 Demodulators; CLIN 1011, extended warranty and time period; CLIN 1012, on-site test and training (up to 10 staff); CLIN 1013, technical support (remote or on-site—specify limit on hours). This solicitation is being conducted in accordance with Public Law 103-355 (41 U.S.C. 264 note). The intent of this synopsis is to describe the required commercial items through the process described in the Federal Acquisition Regulation (FAR) subpart 11.002, request FFP quotes through this RFQ, and also to solicit any appropriate commercial practices. A fully compliant proposal must include the CLIN prices above, three signed copies of Form SF-1449, which acknowledges the following terms, hereby made part of this solicitation as its terms and conditions under the proposed contract with the selected Offeror: FAR 52.212-1, “Instructions”, 52.212-2, “Evaluation” (tailored evaluation criteria added herein), 52.212-3, “Reps and Certs” (complete all check-off blocks), 52.212-4, with the following tailored terms incorporated herein: FAR 52.243-1 Changes—Fixed Price (AUG 1987); 52.233-1--Disputes (July 2002) FAR 52.249-2--Termination for Convenience of the Government (Fixed-Price) (Sept 1996), as well as any addenda to the terms, based on the Offer—if applicable to commercial practices. Addenda to 52.212-2 are as follows: a single award will be selected based on best value, with the following criteria: mission suitability, including the four Factors identified herein, and the quoted total price, including all options. Respondents to this notice are also requested to provide any necessary feedback on commercial terms and conditions and other operational support and warranty terms common in this industry, for possible incorporation in the final terms and conditions. FFP Offers are due at the location specified herein (ten (10) paper copies and one electronic copy) by NO LATER THAN May 30, 2003, at 2:00 P. M. local time. Designate those sections that are business proprietary and subject to exclusion from release under the FOIA. No requests for further specifications will be honored. Contact the Contracting Officer at [jay.moore@noaa.gov](mailto:jay.moore@noaa.gov) if you have any questions. The Test Plan, as well as the SF-1449 and draft terms and conditions, can be viewed at the following web site (omit parentheses): <http://npoess.noaa.gov/News/ContractOpportunities.html>, effective May 19, 2003. Click on “Programmable High Data Rate Demodulator”. View the FAR references at <http://farsite.hill.af.mil/VFFARA.HTM>. IMPORTANT!! Those interested in responding with a COMPLIANT PROPOSAL for this requirement MUST SUBMIT

their timely proposal to: Mr. Jay W. Moore, NPOESS/Integrated Program Office, 8455 Colesville Road, Suite 1450, Silver Spring, MD 20910; Tel. 301-713-4751, and provide full contact information. NO OTHER RFP OR RFQ WILL BE ISSUED-THIS COMPRISES THE COMPLETE SOLICITATION PACKAGE FROM WHICH FFP UNIT PRICED (CLIN) QUOTES ARE HEREBY REQUESTED.